

BEFORE THE STATE ETHICS COMMISSION

STATE OF HAWAII

In the Matter)
)
 of) SETTLEMENT AGREEMENT
)
 SENATOR J. KALANI ENGLISH.)
)
)

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into this 23 day of November, 2005, by and among SENATOR J. KALANI ENGLISH ("English"), and the HAWAII STATE ETHICS COMMISSION (the "Commission"), both of whom are sometimes referred to as the "Settling Parties."

RECITALS

WHEREAS, the Commission has accused English of violating certain sections of Chapter 84 of the Hawaii Revised Statutes ("HRS");

WHEREAS, English admits to being a passenger of Hawaii Air Ambulance ("HAA") on flights between the islands of Oahu and Maui;

WHEREAS, English admits to being a guest at a Honolulu condominium owned by Andrew Kluger;

WHEREAS, English admits to driving a vehicle owned by Andrew Kluger, while Mr. Kluger was visiting the continental United States;

THEREFORE, in consideration of the payment, releases, and other covenants and representations contained herein, the receipt and sufficiency of which are hereby acknowledged, the Settling Parties agree as follows:

1. Definitions.

a. "English" means Senator J. Kalani English, and his past or present representatives, predecessors in interest, successors in interest, heirs, administrators, personal representatives, attorneys, experts, consultants, successors and assigns, and all persons claiming by or through them or him.

b. The "Commission" means the Hawaii State Ethics Commission, and its past or present receivers, trustees, stockholders, subsidiaries, parent corporations, officers, directors, agents, representatives, employees, employers, insurers, subrogees, indemnitors, predecessors in interest, successors in interest, heirs, administrators, personal representatives, attorneys, experts, consultants, successors and assigns, and all persons claiming by or through them or it.

c. "Covered Claims" means any and all claims, disputes, demands, liabilities, judgments, awards, costs, fees, expenses, controversies, actions, causes of action, injuries and damages to persons or property, of any kind or nature whatsoever; whether past or present, known or unknown, suspected or

unsuspected, concealed or unconcealed, patent or latent, whether based on conduct, acts, omissions, delays, performance of covenants, promises, agreements, duties, obligations, contracts, representations, and whether for general, special, compensatory, consequential, statutory and punitive damages, reimbursement, indemnity, contribution, subrogation, injunctions, equitable remedies, or other relief, including attorneys' fees, costs, expenses, commissions, interest or costs of settlement, which arise out of, are based upon or connected with, or which relate in any way to the Further Statement of Alleged Violation (the "Complaint"), the claims asserted in the Complaint, and any claims that could have been asserted in the Complaint.

2. Payment by English. English agrees to pay a settlement amount of ONE THOUSAND DOLLARS AND ZERO CENTS (\$1,000.00), which will be made payable by check to the General Fund of the State of Hawaii. English also agrees to fully comply with all the provisions of HRS Chapter 84 on an ongoing basis.

3. Dismissal. The Commission shall execute a stipulation for dismissal with prejudice, within five (5) days of receiving payment in the amount described in Paragraph 2 above. The Settling Parties agree to execute any further document that any other party may reasonably request in order to carry out the provisions and intent of this Agreement.

4. Court to Have Jurisdiction Over Settling Parties to Enforce Settlement. The Circuit Court of the First Circuit, State of Hawaii, shall have jurisdiction over the Settling Parties to this Agreement for the purpose of enforcing full performance of the terms and obligations of this Agreement. All such disputes, claims, or causes of action concerning the interpretation, application, or enforcement of this Agreement shall be decided in accordance with Hawaii law.

5. Attorneys' Fees and Costs. The Settling Parties agree to be responsible for the payment of their own attorneys' fees, costs and expenses in connection with all matters referred to in this Agreement, including any fees and expenses relating to the negotiation and execution of this Agreement.

6. Settlement Not an Admission of Liability. The Settling Parties acknowledge that it is the position of Senator J. Kalani English that nothing in this Agreement, nor the covenants and releases contained herein, nor the payments to be made pursuant to this Agreement, are to be construed as an admission of any negligence, willful misconduct, breach of contract, breach of warranty, violation of statute, liability or fault, of any kind whatsoever, by Senator J. Kalani English. The Settling Parties agree that this Agreement shall be construed strictly as a compromise and settlement of all Covered Claims between

the Settling Parties for the purpose of avoiding further controversies, litigation, costs, and expenses.

7. Representation of Authority and Indemnity. The Settling Parties represent and warrant that they are each the present owner of the claims being settled and released herein, that none of the claims being settled and released herein have been assigned, conveyed, or encumbered, and that they have complete authority to compromise, settle, and release these claims.

8. Acknowledgment of Unknown Facts. The Settling Parties understand and acknowledge that they may discover facts different from, in excess of, or in addition to, those that they now know or believe to be true with respect to the subject matters encompassed by this Agreement. The Settling Parties agree that this Agreement shall be and remain effective in all respects notwithstanding any subsequent discovery of different and/or additional facts and that this Agreement is intended to be, and is, final and binding regardless of any mistake of law or fact, or any other circumstances whatsoever.

9. No Inducement. None of the Settling Parties, or anyone acting on their behalf, has made any representations, or statements or opinions, to induce the execution of this Agreement, other than as expressly set forth in this Agreement.

This Agreement is executed by each of the Settling Parties freely after having had the opportunity to consult with independent counsel. The Settling Parties acknowledge that the terms of this Agreement have been negotiated at arm's length between themselves with the advice and assistance of experienced and competent legal counsel.

10. Cooperation. The Settling Parties agree to execute any further document that any of the other Settling Parties may reasonably request in order to carry out the provisions and intent of this Agreement.

11. Captions and Headings. In this Agreement, the captions and headings are inserted for convenience, reference, and identification purposes only, and shall neither control, define, limit, alter, nor affect the matters contained in this Agreement or the paragraphs which they encaption.

12. Amendments. This Agreement shall not be altered, amended, modified, or otherwise changed except in writing duly executed by all of the Settling Parties. The Settling Parties hereby acknowledge and agree that they will make no claim that this Agreement has been orally altered or modified in any respect whatsoever.

13. Merger. This Agreement contains the entire agreement between the Settling Parties with respect to the settlement of

all Covered Claims. This Agreement is intended to supersede all prior verbal and written representations and promises discussed between the Settling Parties. The terms of this Agreement are contractual, not merely recitals. All undertakings of the Settling Parties are supported by good, valuable, and adequate consideration.

14. No Party Deemed Drafter. The Settling Parties agree that no party to this Agreement shall be claimed or deemed to be the drafter of this Agreement should any dispute arise over its interpretation.

15. Execution. This Agreement may be executed in two or more counterparts and by facsimile, each of which shall be deemed an original, and shall constitute one and the same instrument, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

16. Severability. If any term, provision or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining terms, provisions, and covenants of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

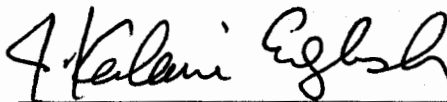
17. Public Record. This Agreement shall be a government record and shall be available for public inspection.

IN WITNESS WHEREOF, the Settling Parties execute this
Agreement on the date first written above.

APPROVED AS TO FORM AND CONTENT:



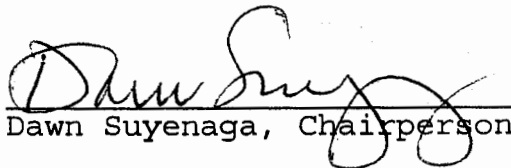
ANDREW V. BEAMAN
Attorney for
SENATOR J. KALANI ENGLISH



SENATOR J. KALANI ENGLISH

APPROVED AS TO FORM AND CONTENT:

HAWAII STATE ETHICS COMMISSION



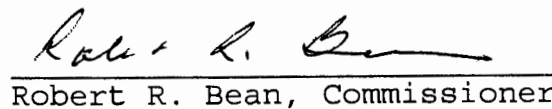
Dawn Suyenaga, Chairperson

EXCUSED

Carl Morton, M.D., Vice Chairperson



Nadine Y. Ando, Commissioner



Robert R. Bean, Commissioner



Maria J. Sullivan, Commissioner

BEFORE THE STATE ETHICS COMMISSION

STATE OF HAWAII

In the Matter)	Charge No. 05-Cg-1
)	
of)	ORDER TO DISMISS CHARGE
)	WITH PREJUDICE
SENATOR J. KALANI ENGLISH.)	
)	
)	

ORDER TO DISMISS CHARGE WITH PREJUDICE

WHEREAS, the Hawaii State Ethics Commission and Senator J. Kalani English have entered into a Settlement Agreement (attached as Exhibit A) in regard to Charge No. 05-Cg-1, which alleged violations by Senator J. Kalani English of certain sections of chapter 84 of the Hawaii Revised Statutes; and

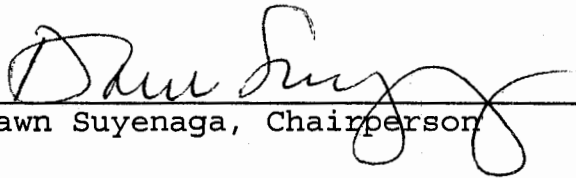
WHEREAS, Paragraph 3 of the Settlement Agreement calls for the dismissal with prejudice of the accusations against Senator J. Kalani English upon his payment of \$1,000.00 to the General Fund of the State of Hawaii; and

WHEREAS, Senator J. Kalani English has conveyed to the Hawaii State Ethics Commission for deposit into the General Fund of the State of Hawaii a Cashier's Check, #2506137, in the amount of \$1,000.00; now therefore,

THE HAWAII STATE ETHICS COMMISSION HEREBY ORDERS that
Charge No. 05-Cg-1 be and is hereby dismissed with prejudice.


Dated: Honolulu, Hawaii, November 23, 2005.

HAWAII STATE ETHICS COMMISSION



Dawn Suyenaga, Chairperson

EXCUSED

Carl Morton, M.D., Vice Chairperson


Nadine Y. Ando, Commissioner


Robert R. Bean, Commissioner


Maria J. Sullivan, Commissioner